

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANDREW CORPORATION,

Plaintiff,

v.

DANIEL CASSINELLI,

Defendant.

Case No. 08-C-3088

Honorable Harry D. Leinenweber

**PLAINTIFF'S MOTION FOR ENTRY OF AGREED STIPULATION AND
INJUNCTIVE ORDER AND TO DISMISS CASE WITH PREJUDICE**

Plaintiff, Andrew Corporation ("Andrew"), respectfully submits its Motion for Entry of Agreed Stipulation and Injunctive Order and to Dismiss Case With Prejudice, and in support hereof states as follows:

1. Since the filing of Andrew's Complaint, the parties have reached a resolution of this matter.
2. As part of the resolution, the parties agreed to the entry of a Stipulation and Injunctive Order. Attached hereto as Exhibit A is an executed copy of the Agreed Stipulation and Injunctive Order.
3. In addition to and after entry of the Agreed Stipulation and Injunctive Order, Plaintiff seeks dismissal of the action with prejudice.

WHEREFORE, for the foregoing reasons, Plaintiff respectfully requests that this Court enter the attached Agreed Stipulation and Injunctive Order, and subsequently enter an order dismissing this case with prejudice, with each party bearing its own costs.

September 2, 2008

Respectfully submitted,

ANDREW CORPORATION

By: /s/ Catherine A. Miller
One of Its Attorneys

Jeffrey J. Mayer
Catherine A. Miller
Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606-6677
312.360.6000

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANDREW CORPORATION,

Plaintiff,

v.

DANIEL CASSINELLI,

Defendant.

Case No. 08-C-3088

Honorable Harry D. Leinenweber

AGREED STIPULATION AND INJUNCTIVE ORDER

This Agreed Stipulation and Injunctive Order (“Stipulation and Injunction”) is made and entered into effective as of August 27, 2008 (the “Effective Date”), by and among, on the one hand, Andrew Corporation (“Andrew”), and on the other hand Daniel Cassinelli (“Cassinelli”) and John Mezzinligua Associates, doing business as PPC (“PPC”) (sometimes collectively hereafter “the Settling Parties”). PPC and Cassinelli are sometimes collectively referred to herein as the “PPC Parties.”

Recitals

- A. Andrew commenced litigation arising out of PPC’s hiring of Cassinelli.
- B. The Settling Parties have entered into a Confidential Settlement Agreement (“the Agreement”) that includes, in part, restrictions on customer contact and certain non-confidential agreements and affirms and incorporates certain other agreements. Original copies of the Agreement are maintained by the Settling Parties.
- C. As part of the Agreement, the Settling Parties agreed to enter into a Stipulated Injunction to govern the Settling Parties’ obligations under the Agreement.
- D. The PPC Parties have not admitted liability.

Terms

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with the above recitals incorporated herein the Settling Parties hereby agree as follows:

1. Purpose and Scope of Agreement

The purpose of the Agreement is to resolve, as between Andrew, PPC and Cassinelli, all existing disputes have been raised, or which could have been raised, in the Pending Actions, on the terms and conditions set forth in the Agreement.

2. Dismissal With Prejudice

Andrew agrees that, within five (5) business days of the execution of the Agreement, Andrew shall take all steps necessary to cause the Pending Actions to be dismissed with prejudice, but the Court shall retain jurisdiction over the Settling Parties to enforce the terms of the Agreement or for any other just and proper purposes. The Settling Parties will bear their own costs and attorneys' fees incurred through the date of the Agreement in connection with any of the Pending Actions.

3. Stipulated Injunction

PPC and Cassinelli further stipulate and agree to abide by the restrictions in the Agreement as though incorporated herein, and stipulate to the jurisdiction of and enforcement by this Court.

4. Breach

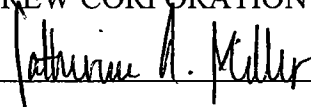
If either Party asserts a breach of this Order or the Agreement, it may seek to enforce the Order or Agreement by Motion, and the Court can award such relief as it deems appropriate.

With regard to a breach of confidentiality provisions, the Court shall have the authority to hold such additional hearings and issue such rulings as are necessary and issue such relief as is necessary. In the event the Court finds a willful breach of the Agreement, the Court can award such other and further relief it deems appropriate, including reasonable attorneys' fees or the appointment of a Special Master as the breach parties expense to minitor the breaching party.

5. The Court's jurisdiction ends as of June 1, 2009, unless a breach is asserted.
6. The terms of this Stipulation and Injunction do not limit the Agreement.

AGREED:

ANDREW CORPORATION

By: 

Jeffrey J. Mayer
Catherine A. Miller
FREEBORN & PETERS LLP
311 S. Wacker Drive, Suite 3000
Chicago, Illinois 60606

DANIEL CASSINELLI

By: _____

Edward N. Druck
Amy M. Gaylord
Franzcek & Sullivan, P.C.
300 S. Wacker Drive, Suite 3400
Chicago, Illinois 60606

JOHN MEZZALINGUA & ASSOCIATES, d/b/a PPC

By: _____

Title: _____

IT IS SO ORDERED

Dated: _____

Judge

With regard to a breach of confidentiality provisions, the Court shall have the authority to hold such additional hearings and issue such rulings as are necessary and issue such relief as is necessary. In the event the Court finds a willful breach of the Agreement, the Court can award such other and further relief it deems appropriate, including reasonable attorneys' fees or the appointment of a Special Master as the breach parties expense to minitor the breaching party.

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By: _____

Jeffrey J. Mayer
Catherine A. Miller
FREEBORN & PETERS LLP
311 S. Wacker Drive, Suite 3000
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By:  _____

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Amy M. Gaylord
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300 S. Wacker Drive, Suite 3400
Chicago, Illinois 60606

JOHN MEZZALINGUA & ASSOCIATES, d/b/a PPC

By: _____

Title: _____

IT IS SO ORDERED

Dated: _____

Judge

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ANDREW CORPORATION

By: _____

Jeffrey J. Mayer
Catherine A. Miller
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300 S. Wacker Drive, Suite 3400
Chicago, Illinois 60606

JOHN MEZZALINGUA & ASSOCIATES, d/b/a PPC

By: _____

Title: VICE PRESIDENT

IT IS SO ORDERED

Dated: _____

Judge